

OCT 3 1989

JOSEPH E. SPANIOLO, JR.  
CLERK

No. 89-227

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IN THE  
SUPREME COURT OF THE UNITED STATES  
OCTOBER TERM, 1989

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RON BROWN,

Petitioner,

v.

VIAL, HAMILTON, KOCH & KNOX, et al.,

Respondents.

---

On Petition for Writ of Certiorari  
To The United States Court of Appeals  
For the Fifth Circuit

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PETITIONER'S REPLY BRIEF

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Ron Brown  
3614 Marvin D. Love Frwy  
@ S. Tyler  
Dallas, Texas 75224  
(214) 331-4235

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1.  
**REPLY BRIEF**

The argument of all Respondents centers on the belief that Petitioner's activity in negotiating the settlement of a personal injury claim on behalf of a citizen/claimant constitutes the unauthorized practice of law. That same or similar individuals, i.e., insurance claim adjusters, do not negotiate the settlement of insurance claims on behalf of citizen/insureds of insurance corporations. Respondents conclude that, as such, Petitioner is not denied equal protection because he was engaged in an illegal business and therefore no federal protection should be afforded.

This (Respondents') argument only serves to heighten the reasons why this honorable Court should, and must exercise jurisdiction to hear this case to resolve the conflicts and/or to establish some guidelines for all the states of last resort to uniformly follow.



2.

The question of "whether or not a non-lawyer can negotiate the settlement of an insurance claim" on behalf of a citizen/claimant is of important constitutional dimensions.

Particularly, since Respondents seek to enforce and/or apply the varying state rules in an 'unequal' and arbitrary manner.

For instance, the Respondents seem to suggest that insurance claim adjusters who work for citizens/insureds of insurance corporations do not negotiate the settlement of insurance claims.

This is simply not true. Please see APPENDIX C-11 wherein one of these Respondents (i.e., Ruth Hunter) testified that "her job was to evaluate the claim and get back to Brown [i.e., Petitioner] regarding settlement of the claim."



3.

Moreover, in Illinois, the Supreme Court of that State stated that "there is no decision in Illinois as to whether or not settlement of a personal injury claim constitutes the practice of law." In Re BODKIN, 173 N.E. 2d 440, 441 (1961).

Further, Respondents suggest that Petitioner was also involved in the handling of disputed insurance claims.

This too is simply not true. In fact, Respondents have presented no evidence in any court that Petitioner has engaged in conduct inconsistent with the statutory provisions of a licensed insurance adjuster. Tex. Ins. Code Art. 21.07-4 §1(a) (Vernon 1981).



Also, please see APPENDIX C-13; C-15 and C-16 wherein another of these Respondents (i.e., Van Sims) testified that "the issue of liability was never in dispute between them; that no legal question arose in his dealings with Brown (Petitioner); and that his (Sims') company (i.e., Fireman's Fund Insurance Company--another Respondent in this case) had already accepted liability on the claim."

Respondent Sims also testified that "the insurance adjusters' license allows a non-lawyer adjuster to adjust claims "and make settlements" concerning monetary value on behalf of his employer."





5.

Clearly, therefore, the adjustment and/or settlement of a personal injury claim by a non-lawyer on behalf of another, when the issue of liability is clear, accepted or undisputed, does not constitute the practice of law or the doing of law business. Liberty Mutual Insurance Company v. Jones, 130 S.W. 2d 945 (1939), Goodman v. Beall, 200 N.E. 470 (1936). See also, Statement of Principles on Respective Rights and Duties of Lawyers and Laymen in the Business of Adjusting Insurance Claims.



Petitioner was licensed to adjust insurance claims in the State of Texas. As such, Petitioner was involved in a business duly recognized and licensed by the State of Texas. Federal protection should and must be afforded for the survival of Petitioner's chosen trade or profession.

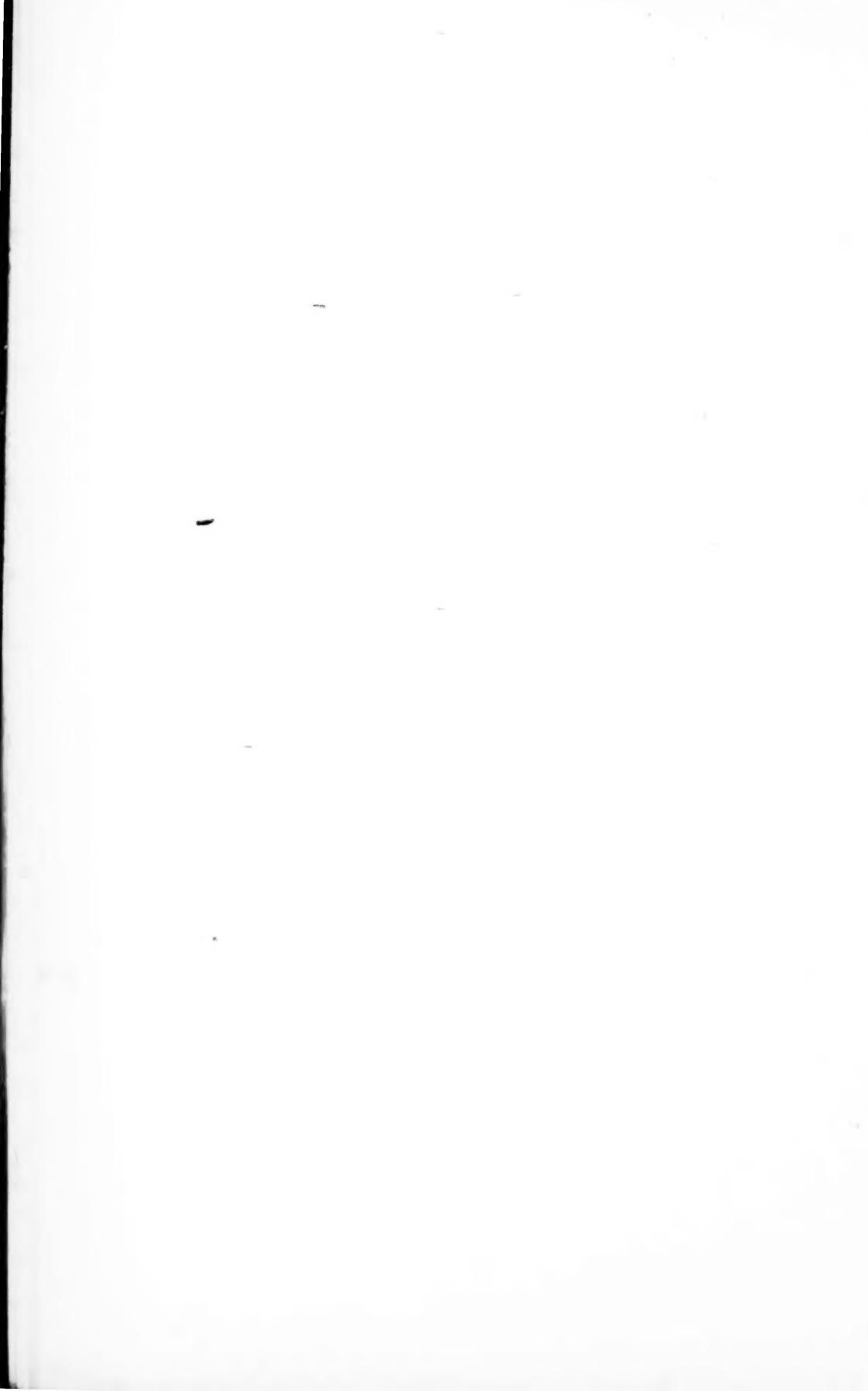
California Motor Transport Company v. Trucking Unlimited, 404 U.S. 508 (1972); U.S. v. Socony-Vacuum Oil Co., 310 U.S. 150 (1940); Eastern Railroad Conference v. Noerr Motor Freight, Inc., 365 U.S. 127 (1961); United Mine Workers of America v. Pennington, 381 U.S. 657, 669-671 (1965).



Finally, Respondents maintain that neither the Goodman or Liberty cases decided a federal or constitutional question, and that neither case presented the same facts as the present case.

Again, this is simply not true. The Goodman and Liberty cases both involved "the adjustment and/or settlement of personal injury claims by a non-lawyer on behalf of another"--as is in the case at bar.

In addition, the Liberty court specifically decided a federal or constitutional question. The court stated, upon rehearing, that "if the statute forbids the doing of the things permitted by the opinion, it is that far unconstitutional, as against Sec. 1 of the Fourteenth Amendment of the Federal Constitution, U.S.C.A. and Sections 4 and 30, Article II of the Missouri Constitution." Liberty Mutual Insurance Company v. Jones, supra at 962.



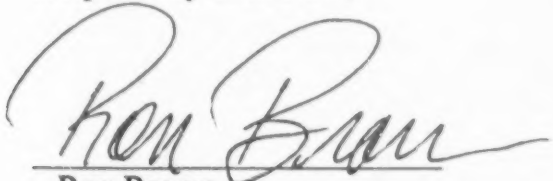
8.

**CONCLUSION**

Thus, again, it is imperative that this honorable Court hear this case and resolve the conflict among the states of last resort.

The disposition "as law and justice require" for Petitioner is a reversal of the judgment against him, and the entry of an Order requiring the various states to uniformly comply with the decision of this honorable Court rendered herein.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Ron Brown", written over a horizontal line.

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PROOF OF SERVICE

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STATE OF TEXAS

ss:

COUNTY OF DALLAS

RON BROWN, after first being duly sworn,  
deposes and says that pursuant to Rule 28 of the



10.

Rules of this Court he served the within Reply Brief on all counsel for the Respondents by enclosing a copy thereof in an envelope, first class postage prepaid, certified mail, return receipt requested, addressed to the following:

1. Teresa A. Couch, ESQ.  
James E. Coleman, Jr., ESQ.  
CARRINGTON, COLEMAN, SLOMAN &  
BLUMETHAL  
200 Crescent Court, Suite 1500  
Dallas, Texas 75201
2. Patrick A. Teeling, ESQ.  
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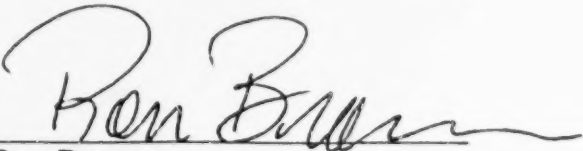


11.

3. Gregory Huffman, ESQ.  
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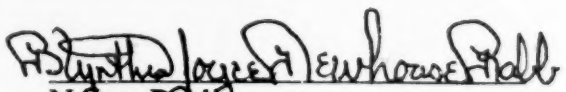
and depositing same in the United States Mail at Dallas,

Texas on this 3<sup>RD</sup> day of OCTOBER, 1989.

  
Ron Brown

SUBSCRIBED AND SWORN to before me this

3rd day of October, 1989.

  
Notary Public  
Dallas County, Texas  
My Commission Expires: 10/27/91